

# PROPOSED GLOBAL AGREEMENT



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UNION OF BORDER OFFICERS  
SYNDICAT DES AGENTS FRONTALIERS

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**UBO-SAF-CSN**



# PROPOSED GLOBAL AGREEMENT FOR THE UNION OF BORDER SERVICES OFFICERS—SYNDICAT DES AGENTS FRONTALIERS—CSN (UBO-SAF-CSN)

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# PREAMBLE

The provisions of this global agreement are intended to clarify the application of certain provisions of the Border Services (FB) Collective Agreement. For ease of reference only, any corresponding articles and clauses contained in the collective agreement have been identified.

It is understood that the provisions contained in this global agreement are not subject to grievances but rather to a distinct dispute resolution process. The present agreement will come into effect with the signing of the new collective agreement and will continue to be in effect until the signing of the next new agreement.

Notwithstanding the commitment of the parties, at any time during the application of the Global Agreement, either party may give notice to reopen discussions on certain section(s) by way of written notice to the other party outlining the reasons for their desire to revisit the clarifications and/or commitments undertaken. Such reopener situations must be exceptional circumstances and should relate to significant operational or application challenges.

Such reopener notice will thereafter activate a requirement to meet and discuss the matter within 30 days.

CBSA and UBO-SAF-CSN are committed to a consistent, open and transparent application of these provisions for enhanced border services operations.

# PART I—LEAVE

## I-A—LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS (REFERENCE: ARTICLE 14)

For the purpose of these provisions, CBSA will apply the following:

1. An employee must submit their leave request at least ten (10) days in advance, and CBSA will grant the leave.
2. CBSA may deny or cancel the leave request at any time in order to respond to operational requirements.
3. An operational requirement is defined as:

a) An emergency caused by a threat to national security/safety, irregular migration or a major disturbance;

or

b) An immediate situation that endangers the life, safety or health of employees or the public and has a significant impact on the requirement for employees.

4. If an employee submits their leave request fewer than ten (10) days in advance, CBSA may grant the leave if authorized staffing requirements can be met at the time of the request.

## **I-B—VACATION LEAVE WITH PAY (REFERENCE: ARTICLE 34)**

For the purpose of these provisions, CBSA will apply the following:

1. The CBSA must grant leave to employees in accordance with the conditions stipulated in this section as follows:

a) when requested by an employee, at least two (2) consecutive weeks of vacation leave during

i. the summer period, i.e. between June 1st and September 30th, provided that the employee so requests before April 15th of the fiscal year;

ii. any additional periods so specified by agreement below pursuant to section 4, provided the employee so requests in accordance with section 6 below.

b) when requested by an employee, at least two (2) consecutive weeks of vacation leave during any period outside the agreed upon periods set out below in section 4 or by local agreement.

2. Vacation dates will be chosen by any system agreed to at the local level prior to March 1<sup>st</sup> of each year or if agreement cannot be reached, the default process will be based on the years of service from the time an employee initially became an employee in the Public Service.

3. With respect to the minimum number of employees at each level who may be granted vacation leave at the same time in each work location, the Employer has committed, considering operational service requirements, to granting the following levels of vacation at the same time during the following identified periods at each work location:

a) for the period between June 1st and September 30th each year (16-week period), 9% of the total complement of staff at each work location;

and

b)

(i) for a two (2) week period in December (Holiday Season) and a one (1) week period for spring break, to be determined each year at the local level, 9% of the total complement of staff at each work location;

(ii) for an additional five (5) weeks of seven (7) day periods as determined at the local level, 9% of the total complement of staff at each work location.

c) for all other periods of the vacation year not identified in 4. a) or 4. b), 4% of the total complement of staff at each work location;

d) in all cases in which the calculations for 4. a), 4. b), and 4. c) result in a fraction, the percentage will be rounded down to the nearest whole number. However, this method of calculating may not have the effect of preventing at least one person at each work location from being on vacation at any time.



5. The parties agreed that where operational requirements permit, sites can consider requests from employees for annual leave even where Global Agreement annual leave commitments have already been authorized, provided there is no overtime cost to CBSA.

Where such requests have been properly made, supervisors/managers are responsible for ensuring that they provide a response to the employee no later than 24 hours prior to the day requested.

6. Prior to the end of September each year, the parties must meet to establish additional periods of vacation granting pursuant to 4. b) above for the upcoming fiscal year. Notice of the agreed upon additional periods will be communicated to the site staff by way of bulletin board notice/email in order to permit employees to submit their requests for vacation for consideration in accordance with those periods specified in section 4 above. The deadlines to submit vacation requests are as follows:

Vacation Period	Request Deadline
June 1st to September 30th	April 15th
December 1st to March 31st	September 15th

7. An employee who has not made their vacation choices by the stipulated dates may choose to take their vacation at any time during the year provided the allocations identified above have not been exceeded. However, such an employee may not use their years of service, if such a priority system is in place, to displace an employee who has already chosen their vacation period at the time stipulated for making vacation choices.

8. CBSA must notify the employee within a week of the end of the period for choosing vacations if their requested leave cannot be allowed. This notice must be given in writing. The employee will then be able to make another choice of dates for vacation leave.

9. Recall from vacation leave with pay  
(REFERENCE: ARTICLE 34.09)

CBSA will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay. An employee who has left on paid vacation leave may only be called back to work by CBSA in the event of an operational emergency such as a threat to national security/safety, irregular migration or a major disturbance.

10. Acting employees

a) Employees who are assigned to other functions (acting, on assignment or other) must sign up for their annual vacation leave on the list pertaining to their assigned position.

b) Employees who occupy a supervisor/manager position must sign up for their annual vacation leave on the list pertaining to supervisors/managers.

c) Employees who become acting supervisors/managers after having chosen their vacation leave must have their choice of vacation leave transferred to the list pertaining to supervisors/managers. The aforementioned weeks of vacation leave that are thus freed up will then become available.

d) Employees who occupy a supervisor/manager position and who return to their original position will keep the vacation leave dates chosen at the time they were in the supervisor/manager position.

## I-C—OTHER LEAVE WITH OR WITHOUT PAY (REFERENCE: ARTICLE 47)

For the purpose of these provisions, CBSA will apply the following:

### **COURT LEAVE**

As stated in the Border Services (FB) Collective Agreement, “The Employer shall grant leave with pay to an employee for the period of time he or she is compelled:

- a) to be available for jury selection;
  - b) to serve on a jury;
  - c) by subpoena or summons to attend as a witness in any proceeding held:
    - (i) in or under the authority of a court of justice or before a jury;
    - (ii) before a court, judge, justice, magistrate or coroner;
    - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee’s position;
    - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
- or
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.”
- d) In situations covered by Article 47, an employee who is assigned to the evening or midnight shift on the day they are required will be considered to be on a day shift (VSSA employees).
  - e) In such a case as described in paragraph d) above, CBSA will ensure that the employee receives at least twelve (12) hours of rest either before the start of the day they are required or following completion of the day. The employee will indicate to CBSA their preference for the period of at least twelve (12) hours of rest.
  - f) To facilitate the replacement of an employee summoned as per Article 47.01, the employee must normally advise CBSA of the appearance ten (10) days in advance.

## I-D—INJURY-ON-DUTY LEAVE (REFERENCE: ARTICLE 37)

In recognition that the Treasury Board of Canada Secretariat policy applies pursuant to the collective agreement provision, CBSA will apply the following as it relates to the determination of conversion to Worker's Compensation Board (WCB) direct pay:

1. For all cases of employees on injury on duty leave (IODL), the definition of a "reasonable period" is not limited to any specific number of days (e.g., 130). However, it is also not unlimited and such entitlements remain subject to regular and ongoing case reviews.
2. While regular and ongoing case reviews are to be undertaken, two specific mandatory review periods are required during any period of approved IODL. The first is to take place 130 days following the date of injury on duty, and the second is to take place two (2) years following the date of injury on duty.
3. For the purposes of managing return-to-work employees who are injured on duty, minimally:
  - a. All worksites will have a joint union-management committee in place to review and advise on the return to work of all injured employees;
  - b. Each region will have a joint union-management committee in place to oversee and advise on the return to work of all injured employees who have been off of work for more than six (6) months;
  - c. A national committee comprised of union and management representatives will review all cases of injured workers who have not returned to work after twelve (12) months.

### **\*\*TRANSITIONAL APPLICATION:**

Where employees are on IODL as of the date of signing of the Global Agreement, a special case review will be undertaken. Where transfer to WCB direct pay is deemed appropriate, the employee will be provided with 2 weeks' notice prior to the transfer being effected.



# PART II—WORKING CONDITIONS

## II-A—EMPLOYEE REPRESENTATIVES (REFERENCE: ARTICLE 13)

For the purpose of these provisions, CBSA will apply the following:

At the Union's request, the District Director/Manager and the Union may agree in writing on a schedule of work for the President of the local and the Regional Vice President. Such agreements must be aligned with the term of that union representative's mandate and remain in effect only for so long as they hold said union office. Said agreements may be terminated at any point by joint agreement of the District Director/Manager and the Union.

## II-B—SLOW ROTATION POSITIONS/ASSIGNMENTS

For the purpose of these provisions, CBSA will apply the following:

1. Slow rotation positions/assignments are defined as positions for which a level of continuity and consistency are required for a prolonged period. Slow rotation positions/assignments include, but are not limited to, Dog Handler (K-9), Nexus, Flexible Response Team (FRT), Immigration Customs Enforcement (ICE) and Use of Force Trainer.
2. When becoming available, slow rotation positions/assignments are identified and posted at the worksite/emailed so that employees may apply in writing to the appropriate manager to occupy an identified position/assignment. The posting period during which an employee may apply is at least fourteen (14) days.
3. The process to determine how employees are assigned to a slow rotation position/assignment is determined by mutual agreement at the Local Labour Management Consultation Committee level. In cases in which mutual agreement cannot be reached on a priority rating system, Management must assign among all employees who have expressed interest and meet the requirements of the position, the employee with the most years of service in the Border Services (FB) group.  
  
Where such an assessment of the years of service of the requesters reveals they are the same, the parties agree to offer the opportunity to the requester based on Personal Recorder Identifier (PRI) numbering.
4. An employee who has already been assigned to any slow rotation position/assignment cannot invoke their years of service over any other applicant who has not been yet assigned to any slow rotation position/assignment. They may only be assigned to the position/given the assignment if they are the only applicant.
5. Normally, slow rotation position/assignments will be for a twenty-four (24) month period.
6. In individual exceptional cases, the District Director/Manager and Local President may agree, in writing, that a slow rotation position/assignment may be awarded to an employee without being posted and without considering their years of service.

7. The above protocols with respect to slow rotation positions/assignments apply to management-approved "construction" activity positions/assignments, except that such positions/assignments may be for the duration of the construction activity (i.e. more than 2 years).

## II-C—DEPLOYMENT AT THE EMPLOYEE’S REQUEST

For the purpose of these provisions, CBSA will apply the following:

1. An employee who wishes to be deployed to a position at another worksite for which they meet all the position requirements must make a request for deployment within the CBSA Deployment System.
2. This deployment request is granted to the employee as soon as a position is available at the requested worksite, provided that the employee meets all the requirements of the position and has normally:
  - a) completed more than 24 continuous months of service at their initial worksite assignment;and
  - b) not been deployed to a worksite under this protocol in the preceding 24-month period. An employee who has previously deployed within the preceding 24 months will be considered eligible only for deployment back to the last worksite from which they came, provided that there is no cost to the Employer.
3. Normally, an employee’s request for a deployment will be granted as a priority over the hiring of a new employee and/or 18 weeks prior to the commencement of the Officer Induction Training Program (OITP).

Notwithstanding, where exceptions may arise, the parties agree to meet and consult on such matters.

4. In exceptional cases, where a District Director/Manager decides to fill a vacancy with a new employee or OITP recruit or fill the position by way of promotion or demotion, they must provide the employee who requested the deployment at the worksite with written reasons for the decision, subject to the privacy protections of other employees.
5. The Assistant Regional Director/Manager may request that the Regional Director/Manager review the decision if the employee who requested deployment to the site is not satisfied with the reasons provided by the District Director/Manager.
6. If more than one employee requests a deployment to the same worksite, the deployment will be granted among the employees who meet the requirements for the available position in order of years of experience, beginning with the employee with the most years of service.

Where such an assessment of the years of service of the requesters reveals they are the same, the parties agree to offer the opportunity to the requester based on PRI numbering.

7. For the purpose of a request for deployment under this agreement and in order to facilitate deployment of employees between worksites, the completion of any of the following training courses will not be considered as a requirement of the position. The required training indicated below should, however, be provided to the employee in accordance with National Training Standards.

### **TRAINING COURSES:**

- a) Firearms
- b) Any and all training related to job-specific worksite requirements

## II-D—ACTING APPOINTMENTS

For the purpose of these provisions, CBSA will apply the following:

### **SHORT TERM: Acting appointments of fewer than four (4) months**

Short-term acting appointments are legally excluded from appointment on the basis of merit and recourse requirements of the Public Service Employment Act (PSEA). This means that the employee is not required to meet all qualifications stated for the position. Extending acting assignments to employees by assigning them to a similar position at the same level, while never exceeding the four (4) month period does not respect the PSEA and will not be tolerated.

### **MEDIUM TERM: Acting appointments of more than four (4) months (up to twelve (12) months)**

All acting appointments of more than four (4) months are subject to appointment on the basis of merit and the notice of right to appeal should be posted from the onset for the known or anticipated duration.

Managers must advertise these acting appointment opportunities or solicit the interest of employees if the intention is to offer the opportunity on a rotational basis.

### **LONG TERM: Acting appointments exceeding twelve (12) months (including any and all extensions)**

The maximum duration of an acting appointment should not exceed (12) months, including any extensions, and the notice of right to appeal should be posted from the onset. Acting situations that extend beyond twelve (12) months should be exceptional in nature and require the approval of the sub-delegated manager.

Such approval must be based on the following:

- a. Whether or not the position is vacant;
- b. The recommending manager's statement of the need for the same person to continue to act as opposed to offering the opportunity on a rotational basis;
- c. The method of selection used, the original area of selection used, the future intention for the position and the potential prejudicial impact on the career progression/aspirations of other employees.

## II-E—HEALTH AND SAFETY (REFERENCE: ARTICLE 22)

For the purpose of these provisions, CBSA will apply the following:

The Employer shall ensure that the health and safety at work of every employee employed by the Employer is protected (ref. Article 124 of the Canada Labour Code Part II).

1. The rules provided for in the Canada Labour Code Part II, as well as its regulations, will govern the local, regional and national joint occupational health and safety committees. In addition to these rules, the parties agree to the following:

At least one (1) representative of UBO-SAF-CSN must participate in the Joint Occupational Health and Safety Committee at each of the levels (national, regional and local).

2. The employees who sit on the Joint Occupational Health and Safety Committee at the various levels are entitled to take the time required, during their regular working hours:

a) To perform their committee functions, more particularly to attend meetings and participate in the work and investigations of the committee;

b) For the purposes of preparation and travel, as authorized by both chairs of the committee.

3. The employees will be compensated for the functions described in a) and b) above whether performed during or outside the representatives' regular working hours at the employees' regular rate of pay or premium rate of pay, as specified in the collective agreement or, if there is no such provision in the collective agreement, in accordance with the Employer's policy.

4. CBSA must immediately inform the local of any workplace accident involving a member of the Border Services (FB) group.

5. The list of official health and safety representatives of the local is provided by the Local President or their designated representative to the District Director/Manager, and any change made to the list must immediately be brought to their attention.

6. For the purposes of this article, the local union health and safety representative is defined as a Border Services (FB) group union representative.

a) The local union health and safety representative\* must participate in any workplace accident investigation into injury or material damage as well as any situation or incident that could result in injury, illness or material damage as it relates to Border Services employees;

\*Note: Investigations in the clustered sites must be handled by the local union health and safety representative identified from the unit in which the incident took place unless this representative is not available within a reasonable period, in which case a local union health and safety representative from the broader site may be called upon.

b) The local union health and safety representative may request to the local OHS Committee or the District Director/ Manager that workplaces be investigated or propose recommendations with a view to preventing accidents and reducing hazards and risk factors;

c) The local union health and safety representative must receive all reports on all the completed investigations, as well as all documents pertaining to health and safety given to CBSA that relate to Border Services (FB) group members, while respecting legislation governing access to information.

7. It is agreed that the following subjects will be part of the agenda of the Local Joint Occupational Health and Safety Committee:

a) The list of hospitals that are to be used under the protocol for management of infectious diseases (managing exposure to blood and/or bodily fluids) or cross-contamination resulting in accidental overdose.

b) The ability of identified hospitals to continue to provide treatment to employees exposed to blood or body fluids or to cross-contamination resulting in accidental overdose.

c) Identification of sources of potential hazards;

d) The availability, good working condition and appropriateness of protective equipment for employees.

8. The Local Joint Health and Safety Committee may request from CBSA any information that the Committee considers necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities. The Committee will participate in any consultation that may be necessary with persons who are professionally or technically qualified to advise the Committee on health and safety matters.

9. Provided that notice is given in advance to the co-chairs of the Local Joint Occupational Health and Safety Committee, an outside adviser who is not an employee of the workplace may participate in the committee meeting.

10. CBSA must forward an employee's claim and all relevant documentation to the workers' compensation authority within the period legally defined by the respective provincial/territorial authorities (see table).

**TABLE - WORKERS' COMPENSATION PROVINCIAL/TERRITORIAL AUTHORITIES**

Province	Commission	Time limit to report an accident
New Brunswick	WHSCC	3 days
Nova Scotia	WCB	5 days
Prince Edward Island	WCB	3 days
Newfoundland and Labrador	WHSCC	3 days
Quebec	CNESST	24 hours
Ontario	WSIB	3 days
Manitoba	WCB	5 days
Saskatchewan	WCB	5 days
Alberta	WCB	5 days
British Columbia	WCB	3 days
Northwest Territories/Nunavut	WCB	3 days
Yukon	WCHSB	3 days

11. CBSA must keep an up-to-date log of work accidents. This log must be made available to Union members of the Health and Safety Committee.

12. Provided that it has the employee's informed and written consent, the Union must have access to medical records in the possession of CBSA, including any expert medical opinions.

### **13. Regional Joint Occupational Health and Safety Committee**

The Union must appoint official regional representatives to the Regional Joint Occupational Health and Safety Committee as follows:

- Atlantic Region—one (1) representative;
- Quebec Region—one (1) representative;
- Northern Ontario/National Capital Region—one (1) representative;
- Greater Toronto Area—two (2) representatives;
- Southern Ontario Region—two (2) representatives;
- Prairie Region—one (1) representative;
- Pacific Region—two (2) representatives.



#### 14. National Safety and Security Committee

- a) In addition to the National Health and Safety Policy Committee (NHSPC), on which all unions are represented, CBSA and the Union agree to set up a National Safety and Security Committee for the Border Services (FB) group.
- b) The committee will be composed of CBSA managerial representatives and (#Number to be determined) union representatives. Committee members may be replaced by alternates.
- c) The committee will be chaired by two (2) co-chairs, one (1) representing CBSA and one (1) representing the Union.
- d) The co-chairs will be responsible for giving notice of meetings and preparing the agenda.
- e) The committee must meet during regular working hours every six (6) months, or at any other time agreed upon by the parties.
- f) The union representatives attending these meetings will be deemed to be present at work.
- g) The mandate of the National Safety and Security Committee is to discuss and identify solutions to any specific issues affecting the safety and security of the Border Services (FB) group. The National Safety and Security Committee may also create subcommittees as it deems fit.
- h) The National Safety and Security Committee will formally in writing provide the National Health and Safety Policy Committee (NHSPC) with a record of all decisions made and bring any relevant safety and security issues to its attention.

## II-F—TRAVELLING TIME (REFERENCE: ARTICLE 32)

For the purpose of these provisions, CBSA will apply the following:

1. In application of clause 32.02 of the collective agreement, CBSA and the Union agree on the following list of courses and training sessions:

- a) sensitivity training regarding cultural differences;
- b) computer courses;
- c) training for members of the FRT and ICE teams;
- d) training to become an instructor;
- e) training pertaining to organized crime, immigration, intelligence, investigation and all other training related to job-specific duties.
- f) impaired driving training/Standard Field Sobriety Training (SFST);
- g) employee assistance program (EAP) and Critical Incident Stress Management (CISM) training;
- h) informal conflict management training;
- i) harassment policy training;
- j) dog handler training;
- k) all training that is part of the “National Training Standards”;
- l) pre-retirement course;
- m) any other training mutually agreed upon by management and the Union.

2. The present list will be amended by the National Training Committee as required. It is understood that participation in these courses and training sessions must be previously authorized by CBSA.

## II-G—FIREARM REQUALIFICATIONS/PRACTICE (REFERENCE: NO REFERENCE AT THIS POINT)

For the purpose of these provisions, CBSA will apply the following:

### 1. TRIENNIAL RECERTIFICATION

- a. CBSA will notify the employee of their Triennial Recertification at least sixty (60) days in advance. This will allow the employee to inform their local management of any pre-approved leave that may conflict with the scheduled training as well as allow the employee to make required scheduling changes.
- b. CBSA will schedule Triennial Recertification training dates as close as possible to the employee's qualification dates. This will ensure that an employee does not have to excessively requalify through their career.
- c. The Triennial Recertification will be a period of five (5) days and will include the following: Annual Firearm Recertification and any and all Use of Force Program recertifications.
- d. All attempts will be made to have the Triennial Recertification conducted at the training facility located closest to the employee's work location.
- e. When an employee is unsuccessful at their Triennial Recertification, CBSA will provide any and all necessary training to ensure that the employee meets all firearm or use of force qualifications. This training will be scheduled outside of the five (5) day period.

### 2. ANNUAL FIREARMS RECERTIFICATION

- a. CBSA will notify the employee of their Annual Firearms Recertification at least thirty (30) days in advance. This will allow the employee to inform local management of any pre-approved leave that may conflict with the scheduled training as well as allow the employee to make required scheduling changes.
- b. The Annual Firearms Recertification may be up to one (1) day in duration. The time required will change due to training standards in effect/attempts at qualification.
- c. All attempts will be made to have the Annual Firearms Recertification conducted at the location closest to the employee's work location.
- d. Management will attempt to schedule the Annual Firearms Recertification on an employee's regular day of work. If the Annual Firearms Recertification is to be conducted on a day of rest, all applicable sections of Article 28 of the collective agreement will apply.
- e. When an employee is unsuccessful at their Annual Firearms Recertification, CBSA will provide any and all necessary training to ensure that the employee meets all annual firearms qualifications. This training may be conducted that day if time permits, or further training on another date may be required.

### **3. THREE (3) DAY AND ONE (1) DAY SKILLS ENHANCEMENT COURSE (SEC)**

When further training is required to ensure that the employee meets all qualifications required for Annual Firearms Recertification and/or the Use of Force Program, CBSA will do the following:

- a. Notify the employee of the applicable/required SEC at least fifteen (15) days in advance. This will allow the employee to inform local management of any pre-approved leave that may conflict with the scheduled training as well as allow the employee to make required scheduling changes.
- b. CBSA will make every reasonable attempt to have the three (3) day or one (1) day SEC conducted at the location nearest to the employee's work location.

### **4. MANDATORY/SUPERVISED DUTY FIREARMS PRACTICE SESSIONS**

- a. CBSA will provide all employees required to meet an Annual Firearms Recertification with at least one (1) Mandatory/Supervised Duty Firearms Practice Session. This practice session is to be conducted outside of the Annual Firearms Recertification.
- b. Every reasonable attempt will be made to have the employee attend a Mandatory/Supervised Duty Firearms Practice Session at the six (6) month mark of their Annual Firearms Recertification date.
- c. This one (1) Mandatory/Supervised Duty Firearms Practice Session will be conducted on an employee's regular day of work. If the Mandatory/Supervised Duty Firearms Practice is scheduled on an employee's day of rest, all applicable sections of Article 28 of the collective agreement will apply.

### **5. Off-Duty Firearms Practice Sessions**

- a. CBSA will consult with approved local firearm/gun ranges about group/individual memberships to provide all armed employees at each work location with the opportunity for off-duty firearms practice. All range membership costs will be assumed by CBSA.
- b. One thousand (1000) rounds of practice ammunition will be available annually to each armed employee, upon request. The employer may limit the amount of practice ammunition issued at one time to no fewer than two hundred (200) rounds.
- c. The one thousand (1000) rounds of practice ammunition allotted to each armed employee for off-duty practice will not be affected by any ammunition used in Triennial/Annual/SEC qualifications or Supervised/Mandatory Duty Firearms Practice.
- d. If an armed employee wishes to request practice ammunition in excess of their annual allotment of one thousand (1000) rounds, they may be granted additional practice ammunition if other employees have not claimed their total annual allotment.

## **II-H—OVERTIME HIRING (REFERENCE: ARTICLE 28.03)**

For the purpose of paragraph 28.03 at the available and qualified employee who has worked or been offered the fewest overtime hours in the fiscal year will normally be offered an overtime opportunity of more than 4 hours in duration first. When another employee is hired, the hiring manager must record the rationale for the decision at the time of hiring.

CBSA must post daily overtime reports that include the quantity of overtime hours offered to or worked by employees, the cumulative hours worked and offered, and the time of day of the overtime periods worked. If a person other than the person with the lowest number of hours is hired, the reason for that decision must be included in the daily report.

The parties must review the hiring activities monthly. In cases in which a concern is raised and the parties determine that the concern is founded, the employee will be given priority for the next overtime opportunity for which they are qualified and available.

# PART III

# DISCIPLINARY MEASURES

## III-A—DISCIPLINE (REFERENCE: ARTICLE 17)

For the purpose of these provisions, CBSA will apply the following:

1. When CBSA management decides a financial penalty is the best corrective measure in the disciplinary management of a situation of employee misconduct, the following applies:
  - a) For a first offence, an amount that represents one (1) day of pay at the employee's classification and pay level.
2. When CBSA management decides to apply a financial penalty as a corrective measure for subsequent offences of misconduct, the following higher financial penalties may apply:
  - a) For a second offence, an amount that represents two (2) days of pay at the employee's classification and pay level.
  - b) For a third offence, an amount that represents three (3) days of pay at the employee's classification and pay level.
3. In the case of severe misconduct at any time, if CBSA decides that the most appropriate sanction for a disciplinary offence is a financial penalty, the maximum that may be imposed is an amount that represents three (3) days of pay at the employee's classification and pay level. In this circumstance, the graduated scale of financial penalties does not apply.
4. Moreover, the use of financial penalties as disciplinary measures must be done in compliance with Article 17 of the collective agreement and the Treasury Board Guidelines for Discipline.



## **III-B—STAFFING PROCESS (REFERENCE: NO REFERENCE IN CURRENT CA)**

For the purpose of these provisions, CBSA will apply the following:

For the purposes of staffing, including competitive staffing processes, any document or written statement related to discipline must not be used as the sole reason for a staffing action.

## **III-C—SUSPENSION DURING AN INVESTIGATION (REFERENCE: ARTICLE 17)**

For the purpose of these provisions, CBSA will apply the following:

1. When an employee is the subject of an investigation and a decision has been made by local management to remove the employee from their duties or to temporarily reassign them to another position/assignment or work location, the employee is designated as being on administrative duties with pay until such time as the investigation is complete and a decision has been rendered on the status of the employee.
2. However, in circumstances in which local management is convinced that the continued presence of an employee presents a serious or immediate risk to staff, the public, or the reputation of CBSA, the employee can be suspended without pay until the conclusion of the investigation and a decision has been rendered on the status of the employee.
3. In such case as identified in 2) above, local management must review, every three (3) weeks, the status of the investigation and consider the possibility of reinstatement within a reasonable period of time provided there is no longer a serious or immediate risk. Every three (3) weeks, local management will inform the employee in writing of the decision with the applicable reasons. The reasons must be clearly explained to allow the employee to understand the rationale for the decision.
4. The national union representatives may engage in a dialogue with the appropriate management representatives at the national level when administrative issues arise in the disciplinary process.

# PART IV—JOINT LABOUR MANAGEMENT COMMITTEES

## IV-A—LABOUR RELATIONS COMMITTEES (REFERENCE: NO REFERENCE IN CURRENT CA)

For the purpose of these provisions, CBSA will apply the following:

### 1. Preamble

CBSA and the Union consider that it is in their interest for labour relations committees to meet at the local, regional and national levels to discuss and consult on any matter of mutual interest.

### 2. Operating principles

The parties consider that management-union relations are based in part on the following principles:

- a) mutual respect, fairness, professionalism, inclusiveness and accountability;
- b) problem-solving at the lowest possible level.

### 3. Meetings

- a) The meeting schedule is established jointly by a CBSA representative and a union representative.
- b) Any topic of interest proposed by either party may be the subject of a meeting.
- c) The agenda for this Committee's meeting is prepared by a CBSA representative and a union representative. The agenda at the national level is normally prepared two (2) weeks prior to the meeting. For the regional and local levels, the agenda is normally prepared one (1) week prior to the meeting.
- d) The parties will jointly sign the follow-up action plan prepared after each meeting.

4. The Labour Relations Committee may discuss and settle the matters that are submitted to it.

5. Responsibilities of the Labour Relations Committee

**AT THE NATIONAL LEVEL:**

- a) Discuss any matter submitted by either party;
- b) Discuss matters referred to it by regional labour relations committees;
- c) Discuss matters for which responsibility lies with the National Committee, policy matters or matters with repercussions at the national level;
- d) Refer discussion of specific matters for which the National Committee would normally have jurisdiction to the regional level;
- e) Create working subcommittees when necessary.

**AT THE REGIONAL LEVEL:**

- a) Refer discussion of specific matters for which the Regional Committee would normally have jurisdiction to the local level;
- b) Discuss any matter submitted by either party;
- c) Form working subcommittees when necessary;
- d) Discuss matters referred to it by local committees.

**AT THE LOCAL LEVEL:**

- a) Discuss any matter submitted by either party;
- b) Form working subcommittees when necessary.

6. Meeting guidelines

- a) Composition

The Labour Relations Committees are to be composed as follows. Furthermore, all persons mentioned hereinafter may be replaced by a substitute.

**1. AT THE NATIONAL LEVEL:**

- i. For Management
  - 1) CBSA President and other representatives
- ii. For the Union
  - 1) National President
  - 2) Two (2) national vice-presidents and the (# To be determined) regional presidents
  - 3) Union staff representatives

## **2. AT THE REGIONAL LEVEL:**

- i. For Management
  - 1) Regional Director/Regional Manager and other representatives
- ii. For the Union
  - 1) Regional President
  - 2) Regional Vice-President
  - 3) Regional Secretary-Treasurer
  - 4) Presidents of locals in each institution
  - 5) Union staff representatives or a national executive officer

## **3. AT THE LOCAL LEVEL:**

- i. For Management
  - 1) District Director/Manager and other representatives
- ii. For the Union
  - 1) Local President
  - 2) Local Vice-President
  - 3) Local Secretary
  - 4) Local Grievance Officer
  - 5) Union stewards
  - 6) Union staff representatives or a national or regional executive officer
- b) Leave with pay

**AT THE NATIONAL LEVEL:**

CBSA must maintain three (3) days of salary for the employees mentioned in article a) 1. ii. who participate in meetings of this committee. Included in these three (3) days is time for travel (if required), preparation and follow-up from the meeting.

**AT THE REGIONAL LEVEL:**

CBSA must maintain two (2) days of salary for the employees mentioned in article a) 2. ii. who participate in meetings of this committee. Included in these two (2) days is time for travel (if required), preparation and follow-up from the meeting.

**AT THE LOCAL LEVEL:**

CBSA must maintain the salary of four (4) employees who participate in local Labour Relations Committee meetings.

c) Frequency of meetings

Official meetings of the national, regional or local Labour Relations Committee are held at least eight (8) times per year, on dates agreed upon by CBSA and the Union.

## **IV-B—GRIEVANCE COMMITTEES (REFERENCE: NO REFERENCE IN CURRENT CA)**

For the purpose of these provisions, CBSA will apply the following:

1. In the spirit of the Federal Public Sector Labour Relations and Employment Act and the Informal Conflict Management System concept, CBSA and the Union agree to establish a grievance committee in each union local.

- a) The Grievance Committee must be composed of an equal number of union representatives (including the Local President or their designated representative) and CBSA management representatives (including the District Director/ Manager or their designated representative).
- b) The Committee will meet once a month or as otherwise agreed by both parties.
- c) The Committee's mandate is to discuss problems in the application of the collective agreement as well as any grievances originating from worksites.
- d) During Grievance Committee meetings, both parties may make use of outside advisers or facilitators.
- e) Employees attending meetings of this Committee are considered to be present at work.

## **IV-C—UNIFORM COMMITTEE (REFERENCE: NO REFERENCE IN CURRENT CA)**

For the purpose of these provisions, CBSA will apply the following:

CBSA must maintain two (2) days of salary for the two (2) employees who participate in meetings of this Committee. Included in these two (2) days is time for travel, preparation and follow-up from the meeting.

## **IV-D—TRAINING COMMITTEE (REFERENCE: NO REFERENCE IN CURRENT CA)**

For the purpose of these provisions, CBSA will apply the following:

The Training Committee will meet at least once a year and as often as required. CBSA will maintain two (2) days of salary for two (2) employees who participate in the meetings of this Committee. Included in these two (2) days is time for travel, preparation and follow-up from the meeting.



## **IV-E—WORK DESCRIPTION COMMITTEE (REFERENCE: NO REFERENCE IN CURRENT CA)**

For the purpose of these provisions, CBSA will apply the following:

1. The Employer and the Union will form a committee of two (2) Employer representatives and two (2) Union representatives for the purpose of:
  - a) Reviewing all current work descriptions for Border Services employees;
  - b) Reviewing all new work descriptions for Border Services employees;
  - c) Reviewing any subsequent changes to work descriptions for Border Services employees.
2. The Union's representatives on this committee will be given leave with pay and will be deemed to be present at work.

# **PART V—DISPUTE RESOLUTION**

## **V-A—MEDIATION PROCESS**

For the purpose of these provisions, CBSA will apply the following:

1. Where there is a disagreement between the parties with regard to the interpretation of this agreement and the parties at the local level have not succeeded in settling this disagreement, the following process will apply:
  - a) As soon as one is aware of the disagreement, it must be submitted to the UBO-SAF-CSN National Executive and to senior CBSA management;
  - b) From that point, the parties have thirty (30) days to settle the disagreement;
  - c) At the end of the thirty (30) day period mentioned in point b), if the disagreement has not been resolved, the parties will request the immediate intervention of one of the mediators whose names appear on the list established by the parties.
  - d) The meeting with the mediator must be held within thirty (30) days of the request.
  - e) Should the parties not reach an agreement, the mediator will make a recommendation to them on the same day of the meeting.
  - f) A list of mediators is to be drawn up by the parties.
2. Where applicable, the costs related to the mediation will be assumed by CBSA.



UNION OF BORDER OFFICERS  
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